

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: MEMBERS OF THE GOVERNING BOARD

SUBJECT: CONSENT CALENDAR - HUMAN RESOURCES

REQUESTED ACTION: APPROVAL

EMPLOYMENT 2020-2021

Short-Term/Temporary/Substitute

<u>Name</u>	<u>Assignment</u>	<u>Fund/Grant Name</u>	<u>Effective</u>	<u>Amount</u>
Elizabeth Roark	Assistant Coach- Women's Basketball	General Fund	10/01/20 – 6/30/21	\$21.00/hr.
Jaime Cortez	General Maintenance Worker	CARES Act/ Perkins V Fund	11/05/20 – 05/27/21	\$14.87/hr.

Out of Class Assignment

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Steven Jones	Lead Engineer	09/21/20 – 12/07/20

Resignation

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>
Thomas Trujillo	Book Store Supervisor 20 years; 7 months service at SCC	11/30/2020

Gratuitous Service

<u>Name</u>	<u>School/Department</u>	<u>Effective</u>	<u>Assignment</u>
Leizl Insao	Health Sciences	11/04/20 – 06/30/21	EMT Assistant

Salvatore Abbate
Human Resources

October 23, 2020

Date Submitted

Celia Esposito-Noy, Ed.D.
Superintendent-President

November 4, 2020

Date Approved

AGENDA ITEM 10.(c)
MEETING DATE November 4, 2020

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**
SUBJECT: **CONSENT CALENDAR – FINANCE & ADMINISTRATION**
REQUESTED ACTION: **APPROVAL**

PERSONAL SERVICES AGREEMENTS

Academic Affairs
David Williams, Ph.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Phillips Design & Marketing Inc.	Provide graphic design services for three e-newsletters for the Business and Entrepreneurship Sector. Coordinate with content developer to produce three e-newsletters and develop formatting for Constant Contact distribution and archive on website.	November 5, 2020- June 30, 2021	Not to exceed \$2400.00

Robert V. Diamond
Vice President, Finance & Administration

Celia Esposito-Noy, Ed.D.
Superintendent-President

October 23, 2020
Date Submitted

November 5, 2020
Date Approved

AGENDA ITEM 10.(c)
MEETING DATE November 4, 2020

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**
SUBJECT: **CONSENT CALENDAR – FINANCE & ADMINISTRATION**
REQUESTED ACTION: **APPROVAL**

PERSONAL SERVICES AGREEMENTS

Academic Affairs
David Williams, Ph.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Integrative Impact, LLC	Assist with content updates to Business and Entrepreneurship Sector website built in Word Press, curate content for three Sector e-newsletters and coordinate with graphic designer to produce Sector e-newsletters, assist with promoting Sector webinars and archiving on Sector website, and maintain Sector distribution lists in Constant Contact.	November 5, 2020- June 30, 2021	Not to exceed \$10,000.00

AGENDA ITEM 10.(c)
MEETING DATE November 4, 2020

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: CONSENT CALENDAR – FINANCE & ADMINISTRATION
REQUESTED ACTION: APPROVAL

PERSONAL SERVICES AGREEMENTS

Academic Affairs
David Williams, Ph.D., Vice President

<u>Name</u>	<u>Assignment</u>	<u>Effective</u>	<u>Amount</u>
Inventaweb.net	Perform updates to EshipEducator.com website for the Statewide Director for Business and Entrepreneurship.	November 5, 2020- November 30, 2020	Not to exceed \$1,400.00

When recorded mail to:
Lucky Lofton, Executive Bonds Manager
Solano Community College District
4000 Suisun Valley Road
Fairfield, CA 94534

Notice of Completion

State/local governmental entity recording fee when document is for the benefit of the government entity – GC6103 (no fee)
Must be recorded within 10 days after completion

In execution of this Notice, notice is hereby given that:

1. The undersigned is an owner or agent of an owner of the estate or interest stated below.
2. The name of the owner is Solano Community College District.
3. The address of the owner is 4000 Suisun Valley Road, Fairfield, CA 94534.
4. The nature of the estate or interest is: Solano Community College District in fee.
5. The name and addresses of all co-owners, if any, who hold any title or interest with the above-named owner in the property are:

NAMES

ADDRESSES

-
6. Work of modernization on the property hereinafter described was completed on: 11/4/2020
 7. The Project Name is: Fairfield Campus Baseball Field & Soccer Field Bleacher Replacement Project
 8. DSA Number (if applicable): 02-118022
 9. The contractor for such work of modernization is: Swierstok Enterprises Inc. dba Pro Builders
 10. The name of the contractor's Surety Co. is: Travelers Casualty and Surety Company of America
 11. The date of contract between the contractor and the above owner is: 03/18/2020
 12. The street address of said property is: 4000 Suisun Valley Road, Fairfield, California 94534
 13. APN #: 0027-242-110
 14. The property on which said work of modernization was completed is in the City of Fairfield, County of Solano, State of California, and is described as follows: Removal and replacement of existing bleachers on Baseball and Soccer Fields with new ADA compliant bleachers and associated site work.

Date

Signature of Owner – Celia Esposito-Noy, Ed. D.
Solano Community College District

Verification

I, undersigned, say:

I am Executive Bonds Manager _____ Lucky Lofton

("President," "Owner," "Manager," etc.)

Of the declarant of the foregoing completion; I have read said Notice of Completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is correct and true.

Executed on _____, at Fairfield, California.
(City or Town where signed)

AGENDA ITEM 12.(a)
MEETING DATE November 4, 2020

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board
SUBJECT: RESOLUTION NO. 20/21-14 IN SUPPORT OF BLACK LIVES MATTER

REQUESTED ACTION:

Information OR Approval
 Consent OR Non-Consent

SUMMARY:

Board approval is requested to adopt the attached Resolution No. 20/21-14 in support of Black Lives Matter.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

Ed. Code: _____ *Board Policy:* _____ *Estimated Fiscal Impact:* N/A

SUPERINTENDENT'S RECOMMENDATION:

APPROVAL DISAPPROVAL
 NOT REQUIRED TABLE

Celia Esposito-Noy, Ed.D.
Superintendent-President

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

Celia Esposito-Noy, Ed.D.
Superintendent-President

TELEPHONE NUMBER

Celia Esposito-Noy, Ed.D.

VICE PRESIDENT APPROVAL

October 23, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

November 4, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD**

IN SUPPORT OF BLACK LIVES MATTER

RESOLUTION NO. 20/21-14

WHEREAS, Black Lives Matters protests have swept the nation as demonstrators demand justice in response to the killings of George Floyd, Breonna Taylor, Ahmaud Arbery and far too many other Black Americans to list; and

WHEREAS, the killing of Black males and females, including queer and trans persons of color, is an unacceptable violation of constitutional rights due to all people; and

WHEREAS, the Black Lives Matter movement, like the civil rights and Black Power movements before it, has effectively articulated the injustices that exist at the intersections of race, class and gender; including mass incarceration, police brutality, poverty, unaffordable housing, income disparity, homophobia, gender inequality, poor access to healthcare, and educational outcomes; and

WHEREAS, in a 2019 Pew Center survey, 84% of black adults said that, in dealing with police, Black people are generally treated less fairly than that of whites; and 87% of blacks and 61% of whites said that the U.S. criminal justice system treats black people less fairly; and

WHEREAS, nationwide, African American children represent 32% of children who are arrested, 42% of children who are detained, and 52% of children whose cases are judicially waived to criminal court; and

WHEREAS, the problems of society are mirrored in our education institutions, and these problems can only be fully addressed with a united effort of community and education institutions coming together for the betterment of the future of our students.

WHEREAS, Solano Community College Management Team’s Message on Racial Injustice in 2020 included the following statement:

Quote - “Now, more than ever, we need to show up for our students and for each other. We stand in solidarity with all who advocate for change, making their voices heard at this critical time. We believe in the dignity of all people and will not be complicit to systems or practices that perpetuate injustice and inequality on campus or beyond. We must lead by example so that our policies and practices reflect the values of fairness and social justice, and we must empower our students to help lead the way to a more just future for us all.” – Unquote

WHEREAS, BLACK LIVES MATTER was not a movement Fall Semester of 1968 when members of the Black Student Union and others protested the unequal treatment of Black Student Union members by Solano County Junior College

WHEREAS, the Governing Board in 1968 suspended and file trespassing charges against 21 student members of the Black Student Union for their activism and participation in these protests and

WHEREAS, THEREFORE, BE IT RESOLVED on November 6, 2019, the Governing Board of Solano Community College District expunged the suspension from the academic records of these 21 students believing their suspension was unjust and motivated by racial hostility and their lives mattered then and now

NOW, THEREFORE, BE IT RESOLVED, that the Solano Community College District Governing Board declares that the lives of our past, present and future black students matter.

AND, THEREFORE, BE IT FURTHER RESOLVED, as a symbol of Solano Community College District's ongoing commitment to focus unerringly on the success of African American students, families, and staff members, and to serve as a visible affirmation of the movement for racial equality in the United States, a framed copy of this resolution shall be displayed prominently in a building on each of the three campuses this academic year.

PASSED AND ADOPTED, This 4th day of November 2020, by the Governing Board of the Solano Community College District.

QUINTEN R. VOYCE, PRESIDENT

CELIA ESPOSITO-NOY, ED.D., SECRETARY

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: Members of the Governing Board

SUBJECT: RESIGNATION TO RETIRE

REQUESTED ACTION:

- Information** **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

<u>Name</u>	<u>Assignment & Years of Service</u>	<u>Effective</u>
Isaias Jacobo	Spanish Instructor 19 years; 4 months service with SCC	12/18/2020
Michael Goodwin	Criminal Justice Instructor 13 years; 4 months service with SCC	12/19/2020
Nancy DiPasquale	Financial Aid Specialist 30 years service with SCC	12/30/2020

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
 Basic skills education
 Workforce development and training
 Transfer-level education
 Other: Human Resources

<i>Ed. Code: 24205</i>	<i>Board Policy: 4400</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT'S RECOMMENDATION:

- APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Salvatore Abbare
Human Resources

PRESENTER'S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7263

TELEPHONE NUMBER

VICE PRESIDENT APPROVAL

October 23, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

November 4, 2020
**DATE APPROVED B/Y
SUPERINTENDENT-PRESIDENT**

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**

SUBJECT: **CLINICAL EXPERIENCE AGREEMENT BETWEEN
SOLANO COMMUNITY COLLEGE DISTRICT AND
CARE4EM, VALLEJO, CALIFORNIA**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

A new clinical experience agreement between Solano Community College District and CARE4EM, Vallejo, California, is being presented for review and approval by the Governing Board. The approval of this agreement benefits the nursing program at Solano Community College by providing students with a child care facility in which to practice. The CCR for the Board of Registered Nursing, Section 1427 requires “A program that utilizes agencies and/or facilities for clinical experience shall maintain written agreements with such facilities.” These agreements must be current, reviewed periodically, and revised, as indicated. A copy of the Agreement will be available in the Office of the Superintendent-President, in the Office of the Dean of the School of Health Sciences, and in the offices of CARE4EM, 178 Maywood Drive, Vallejo, California 94591.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code: CCR 1427</i>	<i>Board Policy: 3520</i>	<i>Estimated Fiscal Impact: \$NONE</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Sheila Hudson, Ed.D.,
Dean, School of Health Sciences

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

707-864-7108

TELEPHONE NUMBER

David Williams, Ph.D.
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

October 21, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

November 4, 2020
**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**

CLINICAL EXPERIENCE AGREEMENT

This Agreement is between **CARE4EM** (hereinafter known as *FACILITY*) located at **178 Maywood Drive, Vallejo, CA 94591** and **Solano Community College** (hereinafter known as *SCHOOL*) and located at **4000 Suisun Valley Road, Suisun, California 94534-3197** and is effective as of November 5, 2020.

RECITALS

- A. *FACILITY* owns and operates a child care service (hereinafter referred to as "Program").
- B. *SCHOOL* owns and operates an **Associate Degree Nursing Program** which is accredited by the **California Board of Registered Nursing**. *SCHOOL* desires its students to obtain practical experience at *FACILITY*'s Program through participation in a clinical program for its **Registered Nursing** students ("Program").
- C. It is to the mutual benefit of the parties to this Agreement that the students of *SCHOOL*'s Program use such Program for their clinical experience.

Now, therefore, the parties agree as follows:

1. GENERAL INFORMATION

- A. Both parties before the beginning of the training shall agree upon the period of time for each student's clinical experience.
- B. The maximum number of students to receive training shall be mutually agreed upon by the parties at least 30 days prior to beginning of training based upon the availability of space and other considerations.

2. SCHOOL'S RESPONSIBILITIES

- A. Student Profile. *SCHOOL* shall complete and send to *FACILITY* a profile for each student enrolled in the Program which shall include the student's name, address and telephone number prior to the beginning of the planned clinical experience
- B. Schedule of Assignments. *SCHOOL* shall notify the *FACILITY* of its planned schedule of student assignments, including the name of the student, level of academic preparation and length and dates of clinical experience prior to the planned clinical experience.

- C. Program Coordinator. *SCHOOL* shall designate a faculty member to coordinate with a designee of *FACILITY* in the planning of the Program to be provided students.
- D. Records. *SCHOOL* shall maintain all personnel and academic records of the students.
- E. Rules and Regulations. *SCHOOL* shall enforce rules and regulations governing the students that are mutually agreed upon by *SCHOOL* and *FACILITY*.
- F. Supervision. *SCHOOL* shall supervise all instruction and clinical experiences for students given at the *FACILITY*.
- G. Health Policy. *SCHOOL* shall provide *FACILITY*, prior to a student's arrival at the *FACILITY*, with proof of immunity consistent with *FACILITY* employee health policy and notify the *FACILITY* if student is a known carrier of an infectious or communicable disease. If such information indicates that patients of *FACILITY* would be placed at risk if treated by a particular student, *FACILITY* reserves the right to refuse to allow such student to participate in the clinical experience at *FACILITY*.
- H. Student Responsibilities. *SCHOOL* shall notify the students that they are responsible for:
- 1) Following the clinical and administrative policies, procedures, rules and regulations of *FACILITY*.
 - 2) Arranging for their own transportation and living arrangements when not provided by *SCHOOL*.
 - 3) Arranging for and assuming the cost of their own health insurance.
 - 4) Assuming responsibility for their personal illness, necessary immunizations, tuberculin test, and annual health examination.
 - 5) Maintaining confidentiality of client information. No student shall have access to or have the right to receive any child and family record, except when necessary in the regular course of the clinical experience. The discussion, transmission or narration in any form by students of any client information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except as a necessary part of the practical experience.
 - 6) Following dress code of the *FACILITY* and wearing name badges identifying themselves as students.

- 7) Attending an orientation of *FACILITY*'s facilities provided by their instructors. Precepted students shall receive an orientation from the *FACILITY*.
- 8) Providing services to the *FACILITY*'s clients under the direct supervision of a faculty provided by *SCHOOL* or *FACILITY*-provided preceptors.
- I. Payroll Taxes and Withholdings. *SCHOOL* shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of *SCHOOL* providing services under this Agreement. *SCHOOL* shall defend, indemnify, and hold *FACILITY* harmless from all liability and responsibilities therefore.

3. FACILITY'S RESPONSIBILITIES

- A. Clinical Experience. *FACILITY* shall accept from *SCHOOL* the mutually agreed upon number of students enrolled in the aforementioned Program and shall provide said students with supervised clinical experience.
- B. FACILITY Designee. *FACILITY* shall designate a member of *FACILITY*'s staff to participate with the designee of *SCHOOL* in planning, implementing and coordinating the training Program.
- C. Access to Facilities. *FACILITY* shall permit students enrolled in the Program access to *FACILITY*'s Facilities as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of *FACILITY*. Facilities include space for conferences and access to *FACILITY*'s Library (if available).
- D. Withdrawal of Students. *FACILITY* may request *SCHOOL* to withdraw from the Program any student who *FACILITY* determines is not performing satisfactorily, or who refuses to follow *FACILITY*'s administrative policies, procedures, rules and regulation. Such request must be in writing and must include a statement as to the reason or reasons why *FACILITY* desires to have the student withdrawn. Said request shall be complied with within five (5) days of receipt of same. *FACILITY* reserves the right to suspend from participation immediately any student who poses an imminent danger of harm to patients or others.
- E. Emergency Health Care/First Aid. *FACILITY* shall, on any day when student is receiving training at its Facilities, provide to students necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, *FACILITY* shall have no obligation to furnish medical or surgical care to any student. Students will

be financially responsible for all such care rendered in the same manner as any other patient.

- F. Student shall perform in a training capacity only and shall not be utilized as a substitute for trained professionals employed by the *FACILITY*.
- G. Staffing. *FACILITY* shall provide staff adequate in number and quality to insure safe and continuous child care services to clients. Student shall perform in training capacity only and shall not be utilized to care for clients in lieu of trained professionals employed by the *FACILITY*.
- H. Supervision. In situations of single preceptorships/internships, *FACILITY* shall assume daily supervision of student.

4. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving practicum training pursuant to the Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

5. STATUS OF SCHOOL AND FACILITY

It is expressly agreed and understood by *SCHOOL* and *FACILITY* that students under this Program are in attendance for educational purposes, and such students are not considered employees of *FACILITY* for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance

6. INDEMNIFICATION

- A. *SCHOOL* agrees to indemnify, defend and hold harmless, *FACILITY* and its affiliates, its directors, trustees, officers, agents, and employees from and against all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *SCHOOL*, its officers, employees, agents or its students.
- B. *FACILITY* agrees to indemnify, defend and hold harmless *SCHOOL*, its officers, agents, employees from and against any and all claims, demands, damages, costs, expenses of whatever nature, including court costs and attorney fees arising out of or resulting from negligent or intentional acts or omissions of the *FACILITY*, its agents or its employees.

7. INSURANCE

- A. The *SCHOOL* shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it and *FACILITY* against liability arising from or incident to the use and operation of the *FACILITY* by the *SCHOOL*'s students and naming *FACILITY* as an additional insured.
- B. Coverage under such insurance shall be not less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) aggregate for each professional liability insurance and comprehensive general liability insurance.
- C. The *SCHOOL* shall also maintain and provide evidence of workers' compensation and disability coverage as required by law.
- D. The *SCHOOL* shall provide *FACILITY* with a certificate of insurance evidencing the insurance coverage required under this section and providing for not less than thirty (30) days written notice to the *FACILITY* of the cancellation of such insurance. The *SCHOOL* shall promptly notify the *FACILITY* of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8. TERM AND TERMINATION

- A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for three (3) years thereafter .
- B. Renewal. This Agreement may be renewed for subsequent three (3) year terms, by either party giving the other at least 30 days prior written notice of their desire to renew, and the other party's agreeing to such a renewal prior to the expiration of the then current term of the Agreement.
- C. Termination.
 - 1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.
 - 2) Without Cause. This Agreement may be terminated without cause with 30 days prior written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

9. GENERAL PROVISIONS

- A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.
- B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.
- C. Attorney's Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party in such action shall be entitled to its costs and reasonable attorney's fees, in addition to such other relief as the court or arbitrator may deem appropriate.
- D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.
- G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

- H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.
- I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

1. Notice to the *FACILITY*:

Kathryn Clark Silveira
Executive Director
CARE4EM
178 Maywood Drive
Vallejo, CA 64591
care4em@comcast.net

Telephone: (707) 480-6486

2. Notice to the *SCHOOL*

Sheila Hudson, Ed.D.
Dean, School of Health Sciences
Solano Community College
4000 Suisun Valley Road
Fairfield, California 94534

Telephone (707) 864-7208
FAX (707) 646-2062
sheila.hudson@solano.edu

- J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

- K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.
- M. Compliance with Law and Regulatory Agencies. *FACILITY* and *SCHOOL* shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the *FACILITY*; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payers whose members/beneficiaries receive care from *FACILITY*. This shall specifically include **compliance** with applicable provisions of Title 22 of the California Code of Regulations.

10. EXECUTION

By their signatures below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their execution is made.

FACILITY	SCHOOL
CARE4EM	Solano Community College
By:	By: Celia Esposito-Noy, Ed.D.
Title:	Title: Superintendent-President
Date:	Date:

**SOLANO COMMUNITY COLLEGE DISTRICT
GOVERNING BOARD AGENDA ITEM**

TO: **Members of the Governing Board**
SUBJECT: **BOARD STUDY SESSION – NURSING PROGRAM UPDATE**

REQUESTED ACTION:

Information **OR** **Approval**
 Consent **OR** **Non-Consent**

SUMMARY:

An update will be presented by David Williams, VP of Academic Affairs, and Sheila Hudson, Dean of Health Sciences.

STUDENT SUCCESS IMPACT:

- Help students achieve their educational, professional and personal goals
- Basic skills education
- Workforce development and training
- Transfer-level education
- Other: _____

<i>Ed. Code:</i>	<i>Board Policy:</i>	<i>Estimated Fiscal Impact: N/A</i>
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SUPERINTENDENT’S RECOMMENDATION: **APPROVAL** **DISAPPROVAL**
 NOT REQUIRED **TABLE**

Sheila Hudson
Dean, School of Health Sciences

PRESENTER’S NAME

4000 Suisun Valley Road
Fairfield, CA 94534

ADDRESS

(707) 864-7108

TELEPHONE NUMBER

David William, Ph.D.
Vice President, Academic Affairs

VICE PRESIDENT APPROVAL

October 25, 2020

**DATE SUBMITTED TO
SUPERINTENDENT-PRESIDENT**

Celia Esposito-Noy, Ed.D.
Superintendent-President

November 4, 2020

**DATE APPROVED BY
SUPERINTENDENT-PRESIDENT**